

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000014736**  
**Newport Sand & Gravel/Carroll Concrete**  
**PO Box 1000**  
**Newport NH 037731000**  
**USA**

<b>Contract ID</b> 0000000000000000000016276		<b>Page</b> 1 of 3
<b>Contract Dates</b> 11/01/2009 to 11/01/2010		<b>Origin</b> CPS
<b>Description:</b> CPS- TRANSIT MIX CONCRETE		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Pierce, Robert Jr.	<b>Buyer Phone</b> 802/828-2215	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	5257	TRANSIT MIX CONCRETE, CLASS AA, A, B, OR C; AS PER VT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 501 - STRUCTURAL CONCRETE.			0.00	0.00

LOCATIONS OF PLANTS: BERLIN, BRADFORD, BRATTLEBORO, COVENTRY, SWANTON, GUILDHALL, JOHNSON, RANDOLPH, ST. JOHNSBURY (VERMONT) AND CHARLESTOWN AND W. LEBANON (NEW HAMPSHIRE).

COST/CY AT PLANT:

AA \$ 110.00  
A \$ 106.00  
B \$ 104.00  
C \$ 102.00  
FLOW FILL \$69.00

WINTER SERVICE (NOV 1ST - MARCH 31ST) \$6.00/PCY  
COST/MILE OF HAUL \$ 0.00/MI (PLANT TO JOB)  
COST/HR WAIT TIME IN EXCESS OF ONE HOUR \$90.00/HR  
COST/CY HEATED AGGREGATE & WATER \$ 6.00/CY  
COST/CY RETARDER \$ 2.00/CY  
COST/BAG HIGHER CEMENT CONTENT \$ 4.00/BAG

MINIMUM LOAD CHARGE FOR LESS THAN 5 CY  
1 CUBIC YARD + \$ 75.00  
2 CUBIC YARD + \$ 75.00  
3 CUBIC YARD + \$ 75.00

CONTRACTOR TO FURNISH TRANSIT MIX CONCRETE AS REQUIRED IN CONFORMANCE WITH THIS CONTRACT. AGENCY SHOULD ALLOW AT LEAST 24 HOURS NOTICE OF THE REQUIRED DELIVERY.

THE CLASSES OF CONCRETE FURNISHED UNDER THIS CONTRACT MUST MEET VT AGENCY OF TRANSPORTATION STANDARD SPECIFICATION FOR CONSTRUCTION 2006, SECTION 501 - "STRUCTURAL CONCRETE"  
CONTRACTORS WILL BE SUBJECT TO PLANT INSPECTIONS AS THE TRANSPORTATION AGENCY DESIRES.

TELEPHONE: 603-863-1000

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
ROBERT PIERCE, SENIOR PURCHASING AGENT  
802-828-2215

ATTACHMENTS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS AND ATTACHMENT D COMMODITY TERMS AND CONDITIONS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR STATEWIDE TRANSIT MIX ISSUED 10/01/2009 AND VENDOR'S RESPONSE DATED 10/15/2009.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF ONE YEAR, NOVEMBER 1, 2009 THROUGH NOVEMBER 1, 2010 WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS AT MUTUALLY AGREEABLE PRICES, TERMS AND CONDITIONS.

